

EXHIBIT C



September 15, 2008

Lehman Brothers International (Europe)
c/o Lehman Brothers Inc.
745 7th Avenue
New York, NY 10019
Attention: Laurence Goldberg
Laurence Braham
Neeraj Hora

Notice of Credit Downgrade Event and Obligation to Transfer Collateral

Ladies and Gentlemen:

Reference is made to the Share Lending Agreement (the "Agreement"), dated as of June 26, 2008, among Evergreen Solar, Inc., as Lender, Lehman Brothers International (Europe), as Borrower, Lehman Brothers, Inc., as Borrowing Agent and Collateral Agent, and Lehman Brothers Holdings Inc., as Guarantor.

We note the occurrence today of a Credit Downgrade (as defined in the Agreement) with respect to the Guarantor. We hereby demand, pursuant to Section 4 of the Agreement, that as a result of the occurrence of a Credit Downgrade, Borrower transfer to the Collateral Agent, for deposit to the Collateral Account no later than 10:00AM on Wednesday, September 16, 2008, Collateral with a Market Value at least equal to the Market Value of the outstanding Loaned Shares (each such term as defined in the Agreement). The Collateral transferred by Borrower to the Collateral Agent shall be security for Borrower's obligations in respect of the Loaned Shares and for any other obligations of Borrower to Lender under the Agreement. We hereby further demand that Borrower promptly execute all documents (including any security agreements and transfers) and do all things necessary for the purpose of securing and perfecting Lender's security over or title to all or any part of the Collateral (including transferring the Collateral into the name of Lender or its nominee).

We hereby request your prompt advisement and confirmation of the Collateral Account number details, and that the Collateral has been transferred to the Collateral Account in such amount in such time period as specified in the Agreement.

If you have any questions regarding this notice please contact me via telephone at (508) 251-3244 or email at melhollow@evergreensolar.com. This notice shall not prejudice any rights of Lender otherwise available under the Agreement, as a secured creditor under the Uniform Commercial Code or any other applicable law.

Regards,



Michael El-Hollow
CFO

cc:

William J Schnoor, Jr., Esq.
Yoel Kranz, Esq.